

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF LEWIS COUNTY, WASHINGTON**

**IN RE:**

APPROVING A PERSONAL SERVICES CONTRACT )  
FOR MOWING AND MAINTENANCE WORK AT )  
THE ED CARLSON MEMORIAL FIELD BETWEEN )  
STEVE STEINHOFF AND LEWIS COUNTY )

**RESOLUTION NO. 04 - 146**

WHEREAS, the Board of County Commissioners has reviewed and authorized a personal services contract between Lewis County, and Steve Steinhoff for mowing and maintenance of the grounds at the Ed Carlson Memorial Field – South County Airport; and

WHEREAS, the Board has determined that it would be prudent for Mr. Steinhoff to perform said mowing and maintenance; and

WHEREAS, the contract shall not exceed \$2500 nor extend beyond December 31, 2004; and

WHEREAS, it is in the best interests of the public to enter into the personal services contract with Mr. Steinhoff; NOW THEREFORE

BE IT RESOLVED by the Board of County Commissioners of Lewis County, Washington that the aforesaid personal services contract is hereby approved, and the Chief of Staff is authorized to sign the same.

DONE IN OPEN SESSION this 26th day of April, 2004.

**BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON**

*Absent*  
Chairman

Member

Member

APPROVED AS TO FORM:  
JEREMY RANDOLPH, Prosecuting Attorney

By: \_\_\_\_\_

Deputy Prosecuting Attorney

ATTEST:

Karisa Duffey, Clerk of the Board



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PERSONAL SERVICES AGREEMENT

CONTRACT NO. \_\_\_\_\_

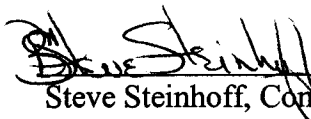
STEVE STEINHOFF, 259 Basswood Drive, Silver Lake, Washington 98645, hereinafter called CONTRACTOR, and the ED CARLSON MEMORIAL FIELD – SOUTH LEWIS COUNTY AIRPORT BOARD, hereinafter called the AIRPORT BOARD or COUNTY agree as set forth in this Agreement, including: General Conditions, Exhibit A and Special Conditions, copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence as soon as legal arrangements are finalized. This agreement will terminate December 31, 2004 or by thirty days written notice of termination by either the Contractor or the AIRPORT BOARD.

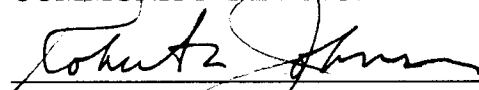
CONTRACTOR acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 5, 13, 19 and 22, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 26 day of April, 2004.

CONTRACTOR:  
STEVE STEINHOFF

  
Steve Steinhoff, Contractor

LEWIS COUNTY, DEPARTMENT OF  
COMMUNITY DEVELOPMENT

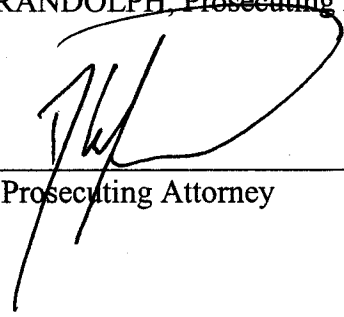
  
Robert A. Johnson, Director  
(Departmental approval may require ratifying  
Resolution by Board of County Commissioners.)

Mailing Address:  
259 Basswood Drive  
Silver Lake, WA 98645

Approved as to Form:  
JEREMY RANDOLPH, Prosecuting Attorney

Social Security No.:

478-66-8925

By:   
Deputy Prosecuting Attorney

## **GENERAL CONDITIONS**

**1. Scope of Contractors Services:**

The Contractor agrees to provide to the AIRPORT BOARD services and any material set forth in the project narrative identified as Exhibit "A" during the agreement period. No material, labor, or facilities will be furnished by the AIRPORT BOARD, unless otherwise provided for in the Agreement.

**2. Accounting and Payment for Contractor Services:**

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "A". Where Exhibit "A" requires payments by Lewis County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "A", by documentation of units of work actually performed and amounts earned. Unless specifically stated in Exhibit "A" or approved in writing in advance by the official executing this Agreement for Lewis County, (hereinafter referred to as the "Contracting Officer") the AIRPORT BOARD will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Where required, the AIRPORT BOARD shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than weekly, through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "A".

**3. Assignment and Subcontracting:**

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer, or as set forth in Exhibit "A".

**4. Labor Standards and Contract Assistance:**

The Contractor shall comply with the provisions of the Lewis County Contract and Procurement Assistance Program as applicable, attached hereto as Special Conditions in Exhibit "B".

**5. Independent Contractor:**

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor. The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "A" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Lewis County employees.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.